

RECORDATION NO. **17824-D** FILED 1425

OCT 4 1994 - 4 00 PM

INTERSTATE COMMERCE COMMISSION

**Oklahoma Gas and Electric Company**  
321 N. Harvey Avenue  
Oklahoma City, Oklahoma 73102

October 4, 1994

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue N.W.  
Washington, D.C. 20423

Re: Documents for Recordation

Dear Mr. Secretary:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are one executed original and one certified copy of a supplement to the Lease (as defined below) consisting of: (i) Unit Leasing Record No. 11, dated August 9, 1994, and (ii) Unit Leasing Record No. 12, dated August 23, 1994, in each case between Red Bud Funding, Limited Partnership, as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee") (collectively, the "Supplement"). The Supplement is a secondary document as defined in the Rules and Regulations.

The Supplement relates to a Lease Agreement, a primary document, dated as of June 25, 1992 (the "Lease") between Red Bud Funding, Limited Partnership, as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee"), which was filed with the Interstate Commerce Commission ("ICC") on June 24, 1992 under Recordation No. 17824.

The names and addresses of the parties to the enclosed Supplement are:

Lessor: Red Bud Funding, Limited Partnership  
c/o ML Leasing Equipment Corp.  
World Financial Center  
250 Vesey Street  
New York, NY 10281-1327

Lessee: Oklahoma Gas and Electric Company  
321 N. Harvey Avenue  
Oklahoma City, OK 73102

LICENSING BRANCH

3 56 PM '94

*Handwritten signature: Jay T. Ayres*

Secretary  
Interstate Commerce Commission  
October 4, 1994  
Page 2

A description of the railroad equipment leased under the Supplement is as follows:

One hundred eighty-seven (187) 120-ton gondola cars with aluminum bodies, approximately 4,700 cu. ft. capacity bearing identification marks and numbers OGEX 3181 through OGEX 3367, A.A.R. car type J311.


Also enclosed is a check in the amount of \$18.00 to cover the required recordation fee.

Please file stamp the original and the copy of the Supplement and the extra copy of this transmittal letter furnished herewith and return the extra copy of this letter and the original copy of the Supplement to the bearer of this letter.

A short summary of the documents to appear in the Index maintained by the Interstate Commerce Commission follows:

Unit Leasing Record No. 11, dated August 9, 1994, and Unit Leasing Record No. 12, dated August 23, 1994, to the Lease Agreement, dated as of June 25, 1992, between Red Bud Funding, Limited Partnership, c/o ML Leasing Equipment Corp., World Financial Center, 250 Vesey Street, New York, NY 10281-1327, as lessor, and Oklahoma Gas and Electric Company, 321 N. Harvey Avenue, Oklahoma City, OK 73102, as lessee, covering a total of 187 120-ton gondola cars bearing identification marks and numbers OGEX 3181 through OGEX 3367, A.A.R. car type J311.

OKLAHOMA GAS AND ELECTRIC COMPANY

By:   
A. M. Strecker  
Senior Vice President,  
Finance and Administration

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

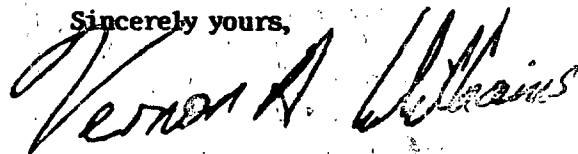
OCTOBER 4, 1994

A. M. STRECKER  
SENIOR VICE PRESIDENT  
OKLAHOMA GAS & ELECTRIC COMPANY  
321 N. HARVEY AVENUE  
OKLAHOMA CITY OK 73102

Dear MR. STRECKER:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/4/94 at 4:00PM, and assigned recordation number(s). 17824-D

Sincerely yours,

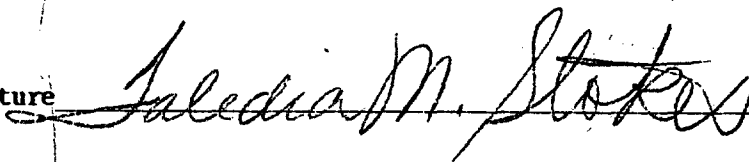


Vernon A. Williams  
Acting Secretary

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



CERTIFICATE

Tag,  
Copy to be  
retained in ICC  
records.

I, A. M. Strecker, certify that I am the Senior Vice President, Finance and Administration of Oklahoma Gas and Electric Company, that I have compared the attached copy of each of the documents listed below with the original thereof and found the copy to be complete and identical in all respects to the original documents and that I declare under penalty of perjury that the foregoing is true and correct.

Documents

1. Unit Leasing Record No. 11, dated August 9, 1994, and
2. Unit Leasing Record No. 12, dated August 23, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of October, 1994.



A. M. Strecker  
Senior Vice President,  
Finance and Administration  
Oklahoma Gas and Electric Company

20065267

RECEIVED  
OFFICE OF THE  
SECRETARY  
Oct 4 3 56 PM '94  
LICENSING BRANCH

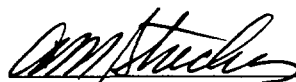
## ACKNOWLEDGEMENT

I, A. M. Strecker, certify that I am the Senior Vice President, Finance and Administration, of Oklahoma Gas and Electric Company, that the documents listed below were each signed on behalf of the corporation by authority of its Board of Directors and I acknowledge that the execution of each said document was the free act and deed of the corporation.

### Documents

1. Unit Leasing Record No. 11, dated August 9, 1994, and
2. Unit Leasing Record No. 12, dated August 23, 1994.

I further declare under penalty of perjury that the foregoing is true and correct. Executed on October 4, 1994.



A. M. Strecker  
Senior Vice President,  
Finance and Administration  
Oklahoma Gas and Electric Company

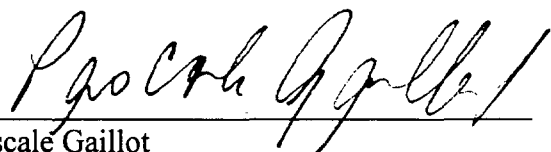
## ACKNOWLEDGEMENT

I, Pascale Gaillot, certify that I am an Agent of Red Bud Capital, Inc., the general partner of Red Bud Funding, Limited Partnership, that the documents listed below were each signed on behalf of Red Bud Funding, Limited Partnership by said general partner by authority of said general partner's Board of Directors and I acknowledge that the execution of each said document was the free act and deed of said general partner on behalf of Red Bud Funding, Limited Partnership.

### Documents

1. Unit Leasing Record No. 11, dated August 9, 1994, and
2. Unit Leasing Record No. 12, dated August 23, 1994.

I further declare under penalty of perjury that the foregoing is true and correct. Executed on October 4, 1994.

  
\_\_\_\_\_  
Pascale Gaillot

RECORDATION NO. **17824-D** FILED 1425

OCT 4 1994 - 4 00 PM

INTERSTATE COMMERCE COMMISSION

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**SUPPLEMENT**

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This Supplement to the Lease Agreement dated as of June 25, 1992 between Red Bud Funding, Limited Partnership, as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee") (the "Lease"), which was filed with the Interstate Commerce Commission ("ICC") on June 24, 1992 under Recordation No. 17824 consists of:

1. Unit Leasing Record No. 11, dated August 9, 1994, and
2. Unit Leasing Record No. 12, dated August 23, 1994,

each between Red Bud Funding, Limited Partnership as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee").

UNIT LEASING RECORD to the  
Lease Agreement, dated as of June 25,  
1992, between Red Bud Funding,  
Limited Partnership, as lessor, and  
Oklahoma Gas and Electric Company,  
as lessee (the "Lease Agreement").

Lessor: Red Bud Funding,  
Limited Partnership  
Lessee: Oklahoma Gas And  
Electric Company

- A. ULR No.: 11  
Effective Date of this Unit  
Leasing Record ("ULR")

August 9, 1994

- B. PLEASE COMPLETE THE FOLLOWING STATEMENTS, IF APPLICABLE:

1. This ULR relates to Johnstown America Corporation Freight Car  
Division Invoice 1000-2727, dated August 9, 1994.

PROPERTY OR EQUIPMENT DESCRIPTION AND RENTAL INFORMATION

- C. Type of Property or Equipment.

Railcars.

- D. Specific Description.

See Schedule A attached.

- E. Location of Property  
or Equipment.

Not Applicable.

- | F. Basic Cost  | Additional Charges | Acquisition Cost |
|----------------|--------------------|------------------|
| \$4,565,220.00 | +                  | \$22,826.10      |
|                | =                  | \$4,588,046.10   |

- G. If the Effective Date of this ULR is after the first day of the month  
and prior to the Lease Rate Date in such month, the partial first  
month's Basic Rent for the Property or Equipment placed under lease by  
this ULR will be paid from the date of this ULR until the end of the  
month on the Basic Rent Payment Date in such month. If the Effective  
Date of this ULR falls on or after the Lease Rate Date, the partial  
first month's Basic Rent will be paid from the date of this ULR until  
the end of the month on the next succeeding Basic Rent Payment Date.

- H. The Initial Term, Extended Term and Renewal Term for the Property or  
Equipment placed under lease pursuant to this ULR will be in accordance  
with Exhibit A to the Lease Agreement.

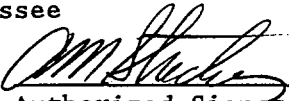
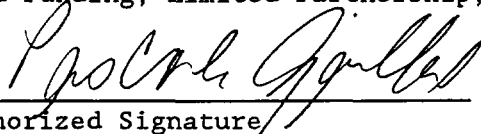
- I. The Basic Rent is as defined in the Lease Agreement. The Monthly Rent  
Component will be in accordance with [Schedule B hereto] [the definition  
set forth in the Lease Agreement].

- J. The Property or Equipment will be fully amortized as of the last day of  
the Lease Term on August 9, 2034.

- K. The Basic Rent for the Renewal Term (after the Property or Equipment is fully amortized) equals fair market rental value.
- L. Termination of the lease of the Property or Equipment leased pursuant to this ULR will be in accordance with the Lease Agreement.

M. ACKNOWLEDGMENT AND EXECUTION

The undersigned Lessor hereby leases to the undersigned Lessee, and the Lessee acknowledges delivery to it in good condition of the Property or Equipment described on this ULR. The Lessee agrees to pay the Basic Rent, Additional Rent and additional payments set forth in the Lease Agreement. The covenants, terms and conditions of this lease are those appearing in the Lease Agreement, as it may from time to time be amended, which covenants, terms and conditions are hereby incorporated by reference. The terms used herein have the meaning assigned to them in the Lease Agreement.

N.	Oklahoma Gas and Electric Company,	Red Bud Funding, Limited Partnership,
	Lessee	Lessor
O.	By <u></u>	By <u></u>
	Authorized Signature	Authorized Signature

RED BUD FUNDING  
UNIT LEASING RECORD  
August 9, 1994  
100 Aluminum BethGon Coalporters

<u>ULR NUMBER</u>	<u>AQC COST</u>	<u>LEASE TERM</u>
9408 OGEX 3181	\$45,652.20	480
9408 OGEX 3183	\$45,652.20	480
9408 OGEX 3184	\$45,652.20	480
9408 OGEX 3185	\$45,652.20	480
9408 OGEX 3186	\$45,652.20	480
9408 OGEX 3187	\$45,652.20	480
9408 OGEX 3188	\$45,652.20	480
9408 OGEX 3189	\$45,652.20	480
9408 OGEX 3190	\$45,652.20	480
9408 OGEX 3191	\$45,652.20	480
9408 OGEX 3192	\$45,652.20	480
9408 OGEX 3193	\$45,652.20	480
9408 OGEX 3194	\$45,652.20	480
9408 OGEX 3195	\$45,652.20	480
9408 OGEX 3196	\$45,652.20	480
9408 OGEX 3197	\$45,652.20	480
9408 OGEX 3198	\$45,652.20	480
9408 OGEX 3199	\$45,652.20	480
9408 OGEX 3200	\$45,652.20	480
9408 OGEX 3201	\$45,652.20	480
9408 OGEX 3202	\$45,652.20	480
9408 OGEX 3203	\$45,652.20	480
9408 OGEX 3204	\$45,652.20	480
9408 OGEX 3205	\$45,652.20	480
9408 OGEX 3206	\$45,652.20	480
9408 OGEX 3207	\$45,652.20	480
9408 OGEX 3208	\$45,652.20	480
9408 OGEX 3209	\$45,652.20	480
9408 OGEX 3210	\$45,652.20	480
9408 OGEX 3211	\$45,652.20	480
9408 OGEX 3212	\$45,652.20	480
9408 OGEX 3213	\$45,652.20	480
9408 OGEX 3214	\$45,652.20	480
9408 OGEX 3215	\$45,652.20	480
9408 OGEX 3216	\$45,652.20	480
9408 OGEX 3218	\$45,652.20	480
9408 OGEX 3219	\$45,652.20	480
9408 OGEX 3220	\$45,652.20	480
9408 OGEX 3221	\$45,652.20	480
9408 OGEX 3222	\$45,652.20	480
9408 OGEX 3223	\$45,652.20	480

9408 OGEX 3224	\$45,652.20	480
9408 OGEX 3225	\$45,652.20	480
9408 OGEX 3226	\$45,652.20	480
9408 OGEX 3227	\$45,652.20	480
9408 OGEX 3228	\$45,652.20	480
9408 OGEX 3229	\$45,652.20	480
9408 OGEX 3230	\$45,652.20	480
9408 OGEX 3231	\$45,652.20	480
9408 OGEX 3232	\$45,652.20	480
9408 OGEX 3233	\$45,652.20	480
9408 OGEX 3234	\$45,652.20	480
9408 OGEX 3235	\$45,652.20	480
9408 OGEX 3236	\$45,652.20	480
9408 OGEX 3237	\$45,652.20	480
9408 OGEX 3238	\$45,652.20	480
9408 OGEX 3239	\$45,652.20	480
9408 OGEX 3240	\$45,652.20	480
9408 OGEX 3241	\$45,652.20	480
9408 OGEX 3242	\$45,652.20	480
9408 OGEX 3243	\$45,652.20	480
9408 OGEX 3244	\$45,652.20	480
9408 OGEX 3245	\$45,652.20	480
9408 OGEX 3246	\$45,652.20	480
9408 OGEX 3247	\$45,652.20	480
9408 OGEX 3248	\$45,652.20	480
9408 OGEX 3249	\$45,652.20	480
9408 OGEX 3252	\$45,652.20	480
9408 OGEX 3254	\$45,652.20	480
9408 OGEX 3255	\$45,652.20	480
9408 OGEX 3257	\$45,652.20	480
9408 OGEX 3258	\$45,652.20	480
9408 OGEX 3259	\$45,652.20	480
9408 OGEX 3260	\$45,652.20	480
9408 OGEX 3261	\$45,652.20	480
9408 OGEX 3262	\$45,652.20	480
9408 OGEX 3263	\$45,652.20	480
9408 OGEX 3264	\$45,652.20	480
9408 OGEX 3265	\$45,652.20	480
9408 OGEX 3266	\$45,652.20	480
9408 OGEX 3268	\$45,652.20	480
9408 OGEX 3269	\$45,652.20	480
9408 OGEX 3270	\$45,652.20	480
9408 OGEX 3271	\$45,652.20	480
9408 OGEX 3273	\$45,652.20	480
9408 OGEX 3274	\$45,652.20	480
9408 OGEX 3275	\$45,652.20	480
9408 OGEX 3276	\$45,652.20	480

9408 OGEX 3278	\$45,652.20	480
9408 OGEX 3279	\$45,652.20	480
9408 OGEX 3280	\$45,652.20	480
9408 OGEX 3281	\$45,652.20	480
9408 OGEX 3282	\$45,652.20	480
9408 OGEX 3283	\$45,652.20	480
9408 OGEX 3284	\$45,652.20	480
9408 OGEX 3285	\$45,652.20	480
9408 OGEX 3286	\$45,652.20	480
9408 OGEX 3287	\$45,652.20	480
9408 OGEX 3288	\$45,652.20	480
9408 OGEX 3289	\$45,652.20	480
 TOTAL	 100	 \$4,565,220.00

UNIT LEASING RECORD to the  
Lease Agreement, dated as of June 25,  
1992, between Red Bud Funding,  
Limited Partnership, as lessor, and  
Oklahoma Gas and Electric Company,  
as lessee (the "Lease Agreement").

Lessor: Red Bud Funding,  
Limited Partnership  
Lessee: Oklahoma Gas And  
Electric Company

- A. ULR No.: 12  
Effective Date of this Unit  
Leasing Record ("ULR")

August 23, 1994

- B. PLEASE COMPLETE THE FOLLOWING STATEMENTS, IF APPLICABLE:

1. This ULR relates to Johnstown America Corporation Freight Car  
Division Invoice 1000-2752, dated August 19, 1994.

PROPERTY OR EQUIPMENT DESCRIPTION AND RENTAL INFORMATION

- C. Type of Property or Equipment.

Railcars.

- D. Specific Description.

See Schedule A attached.

- E. Location of Property  
or Equipment.

Not Applicable.

- F. Basic Cost Additional Charges Acquisition Cost

\$3,971,741.40 + \$19,858.71 = \$3,991,600.11

- G. If the Effective Date of this ULR is after the first day of the month  
and prior to the Lease Rate Date in such month, the partial first  
month's Basic Rent for the Property or Equipment placed under lease by  
this ULR will be paid from the date of this ULR until the end of the  
month on the Basic Rent Payment Date in such month. If the Effective  
Date of this ULR falls on or after the Lease Rate Date, the partial  
first month's Basic Rent will be paid from the date of this ULR until  
the end of the month on the next succeeding Basic Rent Payment Date.

- H. The Initial Term, Extended Term and Renewal Term for the Property or  
Equipment placed under lease pursuant to this ULR will be in accordance  
with Exhibit A to the Lease Agreement.


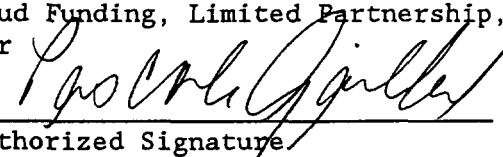
- I. The Basic Rent is as defined in the Lease Agreement. The Monthly Rent  
Component will be in accordance with [Schedule B hereto] [the definition  
set forth in the Lease Agreement].

- J. The Property or Equipment will be fully amortized as of the last day of  
the Lease Term on August 23, 2034.

- K. The Basic Rent for the Renewal Term (after the Property or Equipment is fully amortized) equals fair market rental value.
- L. Termination of the lease of the Property or Equipment leased pursuant to this ULR will be in accordance with the Lease Agreement.

M. ACKNOWLEDGMENT AND EXECUTION

The undersigned Lessor hereby leases to the undersigned Lessee, and the Lessee acknowledges delivery to it in good condition of the Property or Equipment described on this ULR. The Lessee agrees to pay the Basic Rent, Additional Rent and additional payments set forth in the Lease Agreement. The covenants, terms and conditions of this lease are those appearing in the Lease Agreement, as it may from time to time be amended, which covenants, terms and conditions are hereby incorporated by reference. The terms used herein have the meaning assigned to them in the Lease Agreement.

- N. Oklahoma Gas and Electric Company, Lessee      Red Bud Funding, Limited Partnership, Lessor
- O. By  Authorized Signature      By  Authorized Signature

RED BUD FUNDING  
UNIT LEASING RECORD  
August 23, 1994  
67 Aluminum BethGon Coalporters

ULR NUMBER	AQC COST	LEASE TERM
9408 OGEX 3182	\$45,652.20	480
9408 OGEX 3217	\$45,652.20	480
9408 OGEX 3250	\$45,652.20	480
9408 OGEX 3251	\$45,652.20	480
9408 OGEX 3253	\$45,652.20	480
9408 OGEX 3256	\$45,652.20	480
9408 OGEX 3267	\$45,652.20	480
9408 OGEX 3272	\$45,652.20	480
9408 OGEX 3277	\$45,652.20	480
9408 OGEX 3290	\$45,652.20	480
9408 OGEX 3291	\$45,652.20	480
9408 OGEX 3292	\$45,652.20	480
9408 OGEX 3293	\$45,652.20	480
9408 OGEX 3294	\$45,652.20	480
9408 OGEX 3295	\$45,652.20	480
9408 OGEX 3296	\$45,652.20	480
9408 OGEX 3297	\$45,652.20	480
9408 OGEX 3298	\$45,652.20	480
9408 OGEX 3299	\$45,652.20	480
9408 OGEX 3300	\$45,652.20	480
9408 OGEX 3301	\$45,652.20	480
9408 OGEX 3302	\$45,652.20	480
9408 OGEX 3303	\$45,652.20	480
9408 OGEX 3304	\$45,652.20	480
9408 OGEX 3305	\$45,652.20	480
9408 OGEX 3306	\$45,652.20	480
9408 OGEX 3307	\$45,652.20	480
9408 OGEX 3308	\$45,652.20	480
9408 OGEX 3309	\$45,652.20	480
9408 OGEX 3310	\$45,652.20	480
9408 OGEX 3311	\$45,652.20	480
9408 OGEX 3312	\$45,652.20	480
9408 OGEX 3313	\$45,652.20	480
9408 OGEX 3314	\$45,652.20	480
9408 OGEX 3315	\$45,652.20	480
9408 OGEX 3316	\$45,652.20	480
9408 OGEX 3317	\$45,652.20	480
9408 OGEX 3318	\$45,652.20	480
9408 OGEX 3319	\$45,652.20	480
9408 OGEX 3320	\$45,652.20	480
9408 OGEX 3321	\$45,652.20	480
9408 OGEX 3322	\$45,652.20	480
9408 OGEX 3323	\$45,652.20	480

9408 OGEX 3324	\$45,652.20	480
9408 OGEX 3325	\$45,652.20	480
9408 OGEX 3326	\$45,652.20	480
9408 OGEX 3327	\$45,652.20	480
9408 OGEX 3328	\$45,652.20	480
9408 OGEX 3329	\$45,652.20	480
9408 OGEX 3330	\$45,652.20	480
9408 OGEX 3331	\$45,652.20	480
9408 OGEX 3332	\$45,652.20	480
9408 OGEX 3333	\$45,652.20	480
9408 OGEX 3334	\$45,652.20	480
9408 OGEX 3335	\$45,652.20	480
9408 OGEX 3336	\$45,652.20	480
9408 OGEX 3337	\$45,652.20	480
9408 OGEX 3338	\$45,652.20	480
9408 OGEX 3339	\$45,652.20	480
9408 OGEX 3340	\$45,652.20	480
9408 OGEX 3341	\$45,652.20	480
9408 OGEX 3342	\$45,652.20	480
9408 OGEX 3343	\$45,652.20	480
9408 OGEX 3344	\$45,652.20	480
9408 OGEX 3345	\$45,652.20	480
9408 OGEX 3346	\$45,652.20	480
9408 OGEX 3347	\$45,652.20	480
9408 OGEX 3348	\$45,652.20	480
9408 OGEX 3349	\$45,652.20	480
9408 OGEX 3350	\$45,652.20	480
9408 OGEX 3351	\$45,652.20	480
9408 OGEX 3352	\$45,652.20	480
9408 OGEX 3353	\$45,652.20	480
9408 OGEX 3354	\$45,652.20	480
9408 OGEX 3355	\$45,652.20	480
9408 OGEX 3356	\$45,652.20	480
9408 OGEX 3357	\$45,652.20	480
9408 OGEX 3358	\$45,652.20	480
9408 OGEX 3359	\$45,652.20	480
9408 OGEX 3360	\$45,652.20	480
9408 OGEX 3361	\$45,652.20	480
9408 OGEX 3362	\$45,652.20	480
9408 OGEX 3363	\$45,652.20	480
9408 OGEX 3364	\$45,652.20	480
9408 OGEX 3365	\$45,652.20	480
9408 OGEX 3366	\$45,652.20	480
9408 OGEX 3367	\$45,652.20	480

TOTAL	87	\$3,971,741.40
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